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 PEARSON, DEPUTY JOSEPH  
 12 RODRIGUEZ

13 **UNITED STATES DISTRICT COURT**  
 14 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

16 JARRELL RAYVON ALLEN, an  
 individual,  
 17  
 Plaintiff,  
 18  
 v.  
 19

20 COUNTY OF RIVERSIDE, a  
 California municipal entity;  
 RIVERSIDE COUNTY SHERIFF'S  
 21 DEPARTMENT, a California  
 municipal entity; CORPORAL LUIS  
 22 IBARRA, an individual; DEPUTY  
 NIGEL HINSON, an individual;  
 23 DEPUTY MATT BILTON, an  
 individual; DEPUTY ANTHONY  
 24 LEVESQUE, an individual; DEPUTY  
 SHERIFF LORENA MIRANDA, an  
 25 individual; DEPUTY ANDREW  
 PEARSON, an individual; DEPUTY  
 26 JOSEPH RODRIGUEZ, an individual;  
 and DOES 1-30, inclusive,  
 27  
 Defendants.  
 28

Case No. 5:19-CV-00153-RGK-SHK  
*[The Hon. R. Gary Klausner,*  
*Magistrate, Shashi H. Kewalramani]*

**STIPULATED PROTECTIVE ORDER**

**DISCOVERY MATTER**

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

B. GOOD CAUSE STATEMENT

Plaintiff and defendants may produce certain documents in this case that contain personal medical, employment or financial information. Such information may implicate the privacy interests of the parties and are properly protected through a Fed. R. Civ. P. 26(c) protective order. *Seattle Times Co. v. Rhinehart*, 467 U.S. 20, 35 n.21 (1984) (“Rule 26(c) includes among its express purposes the protection of a ‘party or person from annoyance, embarrassment, oppression or undue burden or expense.’ Although the Rule contains no specific reference to privacy or to other rights or interests that may be implicated, such matters are implicit in the broad purpose and language of the Rule.”); *Soto v. City of Concord*, 162 F.R.D. 603, 617 (N.D. Cal. 1995) (a party’s privacy rights are to be protected through a “carefully crafted protective order.”).

This action is also likely to involve law enforcement operations records, police reports, investigative reports, law enforcement personnel records, medical

records and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information consist of, among other things, law enforcement operations records, police reports, investigative reports, law enforcement personnel records, medical records, information regarding confidential practices, or other information (including information implicating privacy rights of third parties), information otherwise generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law. Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to adequately protect information the parties are entitled to keep confidential, to ensure that the parties are permitted reasonable necessary uses of such material in preparation for and in the conduct of trial, to address their handling at the end of the litigation, and serve the ends of justice, a protective order for such information is justified in this matter. It is the intent of the parties that information will not be designated as confidential for tactical reasons and that nothing be so designated without a good faith belief that it has been maintained in a confidential, non-public manner, and there is good cause why it should not be part of the public record of this case.

## 2. DEFINITIONS

2.1 Action: *Jarrell Rayvon Allen v. County of Riverside, et al.*, Case No. 5:19-cv-00153-RGK-SHK.

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in

1 the Good Cause Statement.

2 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
3 their support staff).

4 2.5 Designating Party: a Party or Non-Party that designates information or  
5 items that it produces in disclosures or in responses to discovery as  
6 “CONFIDENTIAL.”

7 2.6 Disclosure or Discovery Material: all items or information, regardless  
8 of the medium or manner in which it is generated, stored, or maintained (including,  
9 among other things, testimony, transcripts, and tangible things), that are produced or  
10 generated in disclosures or responses to discovery in this matter.

11 2.7 Expert: a person with specialized knowledge or experience in a matter  
12 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
13 an expert witness or as a consultant in this Action.

14 2.8 House Counsel: attorneys who are employees of a party to this Action.  
15 House Counsel does not include Outside Counsel of Record or any other outside  
16 counsel.

17 2.9 Non-Party: any natural person, partnership, corporation, association, or  
18 other legal entity not named as a Party to this action.

19 2.10 Outside Counsel of Record: attorneys who are not employees of a party  
20 to this Action but are retained to represent or advise a party to this Action and have  
21 appeared in this Action on behalf of that party or are affiliated with a law firm which  
22 has appeared on behalf of that party, and includes support staff.

23 2.11 Party: any party to this Action, including all of its officers, directors,  
24 employees, consultants, retained experts, and Outside Counsel of Record (and their  
25 support staffs).

26 2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
27 Discovery Material in this Action.

28 2.13 Professional Vendors: persons or entities that provide litigation support

1 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
 2 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
 3 and their employees and subcontractors.

4 2.14 Protected Material: any Disclosure or Discovery Material that is  
 5 designated as “CONFIDENTIAL.”

6 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
 7 from a Producing Party.

### 8 3. SCOPE

9 The protections conferred by this Stipulation and Order cover not only  
 10 Protected Material (as defined above), but also (1) any information copied or  
 11 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
 12 compilations of Protected Material; and (3) any testimony, conversations, or  
 13 presentations by Parties or their Counsel that might reveal Protected Material.

14 Any use of Protected Material at trial shall be governed by the orders of the  
 15 trial judge. This Order does not govern the use of Protected Material at trial.

### 16 4. DURATION

17 Once a case proceeds to trial, information that was designated as  
 18 CONFIDENTIAL or maintained pursuant to this Order used or introduced as an  
 19 exhibit at trial becomes public and will be presumptively available to all members of  
 20 the public, including the press, unless compelling reasons supported by specific  
 21 factual findings to proceed otherwise are made to the trial judge in advance of the  
 22 trial. *See Kamakana, supra*, 447 F.3d at 1180-81 (distinguishing “good cause”  
 23 showing for sealing documents produced in discovery from “compelling reasons”  
 24 standard when merits-related documents are part of court record). Accordingly, the  
 25 terms of this Order do not extend beyond the commencement of the trial as to the  
 26 Protected Material used or introduced as an exhibit at trial.

27 Even after final disposition of this litigation, the confidentiality obligations  
 28 imposed by this Order shall remain in effect until a Designating Party agrees

1 otherwise in writing or a court order otherwise directs. Final disposition shall be  
2 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with  
3 or without prejudice; and (2) final judgment herein after the completion and  
4 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
5 including the time limits for filing any motions or applications for extension of time  
6 pursuant to applicable law.

7 5. DESIGNATING PROTECTED MATERIAL

8 5.1 Exercise of Restraint and Care in Designating Material for Protection.  
9 Each Party or Non-Party that designates information or items for protection under  
10 this Order must take care to limit any such designation to specific material that  
11 qualifies under the appropriate standards. The Designating Party must designate for  
12 protection only those parts of material, documents, items, or oral or written  
13 communications that qualify so that other portions of the material, documents,  
14 items, or communications for which protection is not warranted are not swept  
15 unjustifiably within the ambit of this Order.

16 Mass, indiscriminate, or routinized designations are prohibited. Designations  
17 that are shown to be clearly unjustified or that have been made for an improper  
18 purpose (e.g., to unnecessarily encumber the case development process or to impose  
19 unnecessary expenses and burdens on other parties) may expose the Designating  
20 Party to sanctions.

21 If it comes to a Designating Party's attention that information or items that it  
22 designated for protection do not qualify for protection, the Designating Party must  
23 promptly notify all other Parties that it is withdrawing the inapplicable designation.

24 5.2 Manner and Timing of Designations. Except as otherwise provided in  
25 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
26 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
27 under this Order must be clearly so designated before the material is disclosed or  
28 produced.



1 Designation in conformity with this Order requires:

2 (a) for information in documentary form (e.g., paper or electronic  
3 documents, but excluding transcripts of depositions or other pretrial or trial  
4 proceedings), that the Producing Party affix at a minimum, the legend  
5 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that  
6 contains protected material. If only a portion or portions of the material on a page  
7 qualifies for protection, the Producing Party also must clearly identify the protected  
8 portion(s) (e.g., by making appropriate markings in the margins).

9 A Party or Non-Party that makes original documents available for inspection  
10 need not designate them for protection until after the inspecting Party has indicated  
11 which documents it would like copied and produced. During the inspection and  
12 before the designation, all of the material made available for inspection shall be  
13 deemed “CONFIDENTIAL.” After the inspecting Party has identified the  
14 documents it wants copied and produced, the Producing Party must determine which  
15 documents, or portions thereof, qualify for protection under this Order. Then, before  
16 producing the specified documents, the Producing Party must affix the  
17 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a  
18 portion or portions of the material on a page qualifies for protection, the Producing  
19 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
20 markings in the margins).

21 (b) for testimony given in depositions that the Designating Party identify  
22 the Disclosure or Discovery Material on the record, before the close of the  
23 deposition all protected testimony.

24 (c) for information produced in some form other than documentary and for  
25 any other tangible items, that the Producing Party affix in a prominent place on the  
26 exterior of the container or containers in which the information is stored the legend  
27 “CONFIDENTIAL.” If only a portion or portions of the information warrants  
28 protection, the Producing Party, to the extent practicable, shall identify the protected

1 portion(s).

2 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
3 failure to designate qualified information or items does not, standing alone, waive  
4 the Designating Party's right to secure protection under this Order for such material.  
5 Upon timely correction of a designation, the Receiving Party must make reasonable  
6 efforts to assure that the material is treated in accordance with the provisions of this  
7 Order.

## 8 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

9 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
10 designation of confidentiality at any time that is consistent with the Court's  
11 Scheduling Order.

12 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
13 resolution process under Local Rule 37.1 et seq.

14 6.3 The burden of persuasion in any such challenge proceeding shall be on  
15 the Designating Party. Frivolous challenges, and those made for an improper  
16 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
17 parties) may expose the Challenging Party to sanctions. Unless the Designating  
18 Party has waived or withdrawn the confidentiality designation, all parties shall  
19 continue to afford the material in question the level of protection to which it is  
20 entitled under the Producing Party's designation until the Court rules on the  
21 challenge.

## 22 7. ACCESS TO AND USE OF PROTECTED MATERIAL

23 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
24 disclosed or produced by another Party or by a Non-Party in connection with this  
25 Action only for prosecuting, defending, or attempting to settle this Action. Such  
26 Protected Material may be disclosed only to the categories of persons and under the  
27 conditions described in this Order. When the Action has been terminated, a  
28 Receiving Party must comply with the provisions of section 13 below (FINAL



1 DISPOSITION).

2 Protected Material must be stored and maintained by a Receiving Party at a  
3 location and in a secure manner that ensures that access is limited to the persons  
4 authorized under this Order.

5 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
6 otherwise ordered by the court or permitted in writing by the Designating Party, a  
7 Receiving Party may disclose any information or item designated  
8 “CONFIDENTIAL” only to:

9 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well  
10 as employees of said Outside Counsel of Record to whom it is reasonably necessary  
11 to disclose the information for this Action;

12 (b) the officers, directors, and employees (including House Counsel) of the  
13 Receiving Party to whom disclosure is reasonably necessary for this Action;

14 (c) Experts (as defined in this Order) of the Receiving Party to whom  
15 disclosure is reasonably necessary for this Action and who have signed the  
16 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

17 (d) the court and its personnel;

18 (e) court reporters and their staff;

19 (f) professional jury or trial consultants, mock jurors, and Professional  
20 Vendors to whom disclosure is reasonably necessary for this Action and who have  
21 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

22 (g) the author or recipient of a document containing the information or a  
23 custodian or other person who otherwise possessed or knew the information;

24 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
25 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
26 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will  
27 not be permitted to keep any confidential information unless they sign the  
28 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise

1 agreed by the Designating Party or ordered by the court. Pages of transcribed  
 2 deposition testimony or exhibits to depositions that reveal Protected Material may  
 3 be separately bound by the court reporter and may not be disclosed to anyone except  
 4 as permitted under this Stipulated Protective Order; and

5 (i) any mediator or settlement officer, and their supporting personnel,  
 6 mutually agreed upon by any of the parties engaged in settlement discussions.

7 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
 8 IN OTHER LITIGATION

9 If a Party is served with a subpoena or a court order issued in other litigation  
 10 that compels disclosure of any information or items designated in this Action as  
 11 “CONFIDENTIAL,” that Party must:

12 (a) promptly notify in writing the Designating Party. Such notification  
 13 shall include a copy of the subpoena or court order;

14 (b) promptly notify in writing the party who caused the subpoena or order  
 15 to issue in the other litigation that some or all of the material covered by the  
 16 subpoena or order is subject to this Protective Order. Such notification shall include  
 17 a copy of this Stipulated Protective Order; and

18 (c) cooperate with respect to all reasonable procedures sought to be  
 19 pursued by the Designating Party whose Protected Material may be affected.

20 If the Designating Party timely seeks a protective order, the Party served with  
 21 the subpoena or court order shall not produce any information designated in this  
 22 action as “CONFIDENTIAL” before a determination by the court from which the  
 23 subpoena or order issued, unless the Party has obtained the Designating Party’s  
 24 permission. The Designating Party shall bear the burden and expense of seeking  
 25 protection in that court of its confidential material and nothing in these provisions  
 26 should be construed as authorizing or encouraging a Receiving Party in this Action  
 27 to disobey a lawful directive from another court.

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9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party’s confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

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10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

Pursuant to Fed. R. Civ. P. 26(b)(5)(B) and Fed. R. Evid. 502, the inadvertent production of privileged documents and data pursuant to this Order shall not result in the waiver of any applicable privileges as to those documents and data. Also, the inadvertent production of privileged documents or data under this Order shall not result in the waiver of any applicable privileges as to those documents and data in any other Federal or State proceeding. Any privileged material inadvertently disclosed shall be and remain the property of the Producing Party.

(a) If a Producing Party determines that it has produced a document or data to which it wishes to assert a claim of privilege, it shall notify the Receiving Party promptly of its claim. As part of the notification, the Producing Party shall identify, by Bates number(s) if possible, the document(s) or data as to which the Disclosing is asserting a claim of privilege.

(b) A Receiving Party shall notify the Producing Party upon identification of any document(s) or data that reasonably appears to be potentially privileged. Such notification shall not waive the party's ability to challenge any assertion of privilege made by the Producing Party as to the identified document(s) or data. As part of the notification, the Receiving Party shall identify, by Bates Number(s) if

1 possible, the document(s) or data at issue. The Receiving Party shall segregate the  
2 specified document(s) or data, as well as any copies thereof, from any other  
3 materials, and the Receiving Party shall not use the information in the potentially  
4 privileged document(s) or data, except as provided by Fed. R. Civ. P. 26(b)(5)(B),  
5 for a period of 14 days after the date on which the Receiving Party notifies the  
6 Producing Party. Within that 14-day period, or any other period of time agreed to by  
7 the parties, the Producing Party shall determine whether it will assert a claim of  
8 privilege as to the identified document(s) or data, and it shall notify the Receiving  
9 Party counsel of its determination.

10 (c) Upon receiving notice of a claim of privilege by the Producing Party  
11 regarding a produced document or data, the Receiving Party shall segregate, in  
12 accordance with Fed. R. Civ. P. 26(b)(5)(B), the specified document or data, as well  
13 as any copies thereof, and shall not use the information in the specified document or  
14 data, except as provided by Fed. R. Civ. P. 26(b)(5)(B), until after the claim is  
15 resolved. If a court upholds — or if the Receiving Party does not challenge — the  
16 Producing Party's claim of privilege as to a produced document or data, the  
17 Receiving Party shall return or dispose of the specified document or data, as well as  
18 any hard or electronic copies thereof. Within five business days of taking such  
19 measures, the Receiving Party shall certify that it has complied with the  
20 requirements of this paragraph.

21 This provision is not intended to modify whatever procedure may be  
22 established in an e-discovery order that provides for production without prior  
23 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
24 parties reach an agreement on the effect of disclosure of a communication or  
25 information covered by the attorney-client privilege or work product protection, the  
26 parties may incorporate their agreement in the stipulated protective order submitted  
27 to the court.

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12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public record unless otherwise instructed by the court.

13. FINAL DISPOSITION

After the final disposition of this Action, as defined in paragraph 4, within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing



1 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
2 reports, attorney work product, and consultant and expert work product, even if such  
3 materials contain Protected Material. Any such archival copies that contain or  
4 constitute Protected Material remain subject to this Protective Order as set forth in  
5 Section 4 (DURATION).

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1 14. Any violation of this Order may be punished by any and all appropriate  
2 measures including, without limitation, contempt proceedings and/or monetary  
3 sanctions.

4 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

5  
6 DATED: September 25, 2019 **McMURRAY & HENRIKS, LLP**

7  
8  
9 By: /s/ Yana G. Henriks  
10 Yana G. Henriks, Esq.  
11 Randy H. McMurray, Esq.  
12 Attorneys for Plaintiff,  
13 JARRELL RAYVON ALLEN

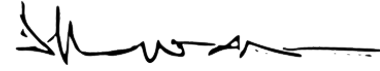
14  
15 DATED: September 25, 2019 **MANNING & KASS**  
16 **ELLROD, RAMIREZ, TRESTER LLP**

17  
18 By: /s/ Michael R. Watts  
19 Eugene P. Ramirez, Esq.  
20 Angela M. Powell, Esq.  
21 Michael R. Watts, Esq.  
22 Attorneys for Defendants, COUNTY OF  
23 RIVERSIDE, RIVERSIDE COUNTY  
24 SHERIFF'S DEPARTMENT, CORPORAL  
25 LUIS IBARRA, DEPUTY NIGEL  
26 HINSON, DEPUTY MATT BILTON,  
27 DEPUTY ANTHONY LEVESQUE,  
28 DEPUTY LORENA MIRANDA,  
DEPUTY ANDREW PEARSON,  
DEPUTY JOSEPH RODRIGUEZ

MANNING & KASS  
ELLROD, RAMIREZ, TRESTER LLP  
ATTORNEYS AT LAW

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

Dated: September 30, 2019



Hon. Shashi H. Kewalramani  
United States Magistrate Judge

MANNING & KASS  
ELLROD, RAMIREZ, TRESTER LLP  
ATTORNEYS AT LAW

EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
 \_\_\_\_\_ [print or type full address], declare under penalty of perjury  
 that I have read in its entirety and understand the Stipulated Protective Order that  
 was issued by the United States District Court for the Central District of California  
 on [date] in the case of \_\_\_\_\_ [insert formal name of the case and the  
 number and initials assigned to it by the court]. I agree to comply with and to be  
 bound by all the terms of this Stipulated Protective Order and I understand and  
 acknowledge that failure to so comply could expose me to sanctions and punishment  
 in the nature of contempt. I solemnly promise that I will not disclose in any manner  
 any information or item that is subject to this Stipulated Protective Order to any  
 person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court  
 for the Central District of California for the purpose of enforcing the terms of this  
 Stipulated Protective Order, even if such enforcement proceedings occur after  
 termination of this action. I hereby appoint \_\_\_\_\_ [print  
 or type full name] of \_\_\_\_\_ [print or type  
 full address and telephone number] as my California agent for service of process in  
 connection with this action or any proceedings related to enforcement of this  
 Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_